

AGREEMENT FOR CONSOLIDATED PLAN CONSULTANT

This Agreement (the "Agreement") is made and entered into this the ____ day of _____, 2009, by the City of Frisco, Texas (hereinafter called the "City"), a Texas municipal corporation, and BBC Research & Consulting, a Colorado corporation (hereinafter called the "Consultant").

WITNESSETH:

WHEREAS, City issued Competitive Sealed Proposal No. 1010-007, seeking competitive sealed proposals for Consolidated Plan Consulting Services, specifically for the completion of a five (5) year Consolidated Plan, Action Plan and an Analysis of Impediments to Fair Housing Choice. The Competitive Sealed Proposal No. 1010-007 is attached hereto as Exhibit "C" and incorporated herein in its entirety by reference for all purposes (collectively the "Proposal Request"); and

WHEREAS, Consultant timely submitted a sealed Proposal to provide Consolidated Plan Consulting Services for the City in response to the Proposal Request, which is attached hereto as Exhibit "D" and incorporated herein in its entirety by reference for all purposes (the "Submittal"); and

WHEREAS, City has selected Consultant to provide the services sought in the Proposal Request.

NOW, THEREFORE, in consideration of the following mutual agreements and covenants, it is understood and agreed by and between the parties hereto as follows:

1. Scope of Services.
The Consultant shall provide such services, equipment and supplies and sufficient staffing and be available as needed upon the terms and conditions set forth in the Agreement Documents (as defined below) and shall furnish all personnel, labor, equipment, supplies and all other items necessary to provide all of the work as specified by the terms and conditions of the Agreement Documents.
2. Term.
Performance of the service by Consultant under this Agreement shall begin on December ___, 2009, and continue for a one (1) year period ending on December ___, 2010. Notwithstanding, the Consultant shall comply with the Implementation Schedule provided in Exhibit A, which is attached to and made a part of this Agreement. This Agreement may be terminated by the City at any time upon providing thirty (30) days advance written notice to Consultant of the termination date.
3. Agreement Documents.
The "Agreement Documents", as that term is used herein, shall include the following documents, and this Agreement does hereby expressly incorporate same herein as fully as if set forth verbatim in the Agreement:

- A. This Agreement;
- B. Implementation Schedule Revised attached hereto as Exhibit "A";
- C. Addendum No. 1 attached hereto as Exhibit "B"; and
- D. The Proposal Request attached hereto as Exhibit "C"; and
- E. The Submittal attached hereto as Exhibit "D".

This Agreement shall incorporate the terms of the Proposal Request in its entirety. To the extent that Exhibit "A" or Exhibit "D" are in conflict with provisions of this Agreement or each other, the provisions of this Agreement, then the provisions of Exhibit "A", Exhibit "B", Exhibit "C", and Exhibit "D" shall prevail in that order.

4. Entire Agreement.

The Agreement Documents contain the entire agreement of the parties with respect to the matters contained herein. All provisions of the Agreement Documents shall be strictly complied with and conformed to by the Consultant, and no amendment to the Agreement Documents shall be made except upon the written agreement of the parties, which shall not be construed to release either party from any obligation of the Agreement Documents except as specifically provided for in such amendment.

5. Insurance.

The Consultant shall procure and keep in full force and effect throughout the term of this Agreement all of the insurance policies specified in, and required by, the Agreement Documents.

6. Counterparts.

This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

7. Indemnity.

TO THE FULLEST EXTENT PERMITTED BY LAW, CONSULTANT, ITS OFFICERS, DIRECTORS, PARTNERS, CONSULTANTS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEEES AND/OR TRUSTEES (COLLECTIVELY REFERRED TO AS "CONSULTANT" FOR PURPOSES OF THIS SECTION), AGREE TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY AND ITS OFFICERS, COUNCIL MEMBERS, REPRESENTATIVES, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "CITY" FOR PURPOSES OF THIS SECTION) FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGES, INJURIES (INCLUDING DEATH) LIABILITIES AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COSTS OF DEFENSE) ARISING DIRECTLY OR INDIRECTLY OUT OF THE OPERATION OR PERFORMANCE OF CONSULTANT UNDER THIS AGREEMENT. THE CITY WILL NOT ACCEPT LIABILITY FOR INJURIES THAT ARE THE RESULT OF THE NEGLIGENCE, MALFEASANCE, ACTION OR OMISSION OF CONSULTANT. CONSULTANT AGREES TO ACCEPT LIABILITY FOR INJURIES TO ITSELF OR OTHERS CAUSED BY ITS OWN NEGLIGENCE, MALFEASANCE, ACTION OR OMISSION. THIS INDEMNIFICATION PROVISION IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR

CRIMINAL, BROUGHT AGAINST CITY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONSULTANT AND ITS EMPLOYEES OR SUBCONSULTANTS AS A RESULT OF THAT SUBCONSULTANT'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE CONSULTANT, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE.

IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY CONSULTANT IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CITY'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CITY'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONSULTANT SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF CONSULTANT FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONSULTANT SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY.

THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

8. Force Majeure.

If the performance of any covenant or obligation to be performed hereunder by any party is delayed as a result of circumstances which are beyond the reasonable control of such party (which circumstances may include, without limitation, pending litigation, acts of God, war, acts of civil disobedience, fire or other casualty, shortage of materials, adverse weather conditions [such as, by way of illustration and not of limitation, severe rain storms or below freezing temperatures, or tornados] labor action, strikes or similar acts, moratoriums or regulations or actions by governmental authorities), the time for such performance shall be extended by the amount of time of such delay, but no longer than the amount of time reasonably occasioned by the delay. The party claiming delay of performance as a result of any of the foregoing "force majeure" events shall deliver written notice of the commencement of any such delay resulting from such "force majeure" event not later than seven (7) days after the claiming party becomes aware of

the same, and if the claiming party fails to so notify the other party of the occurrence of a “force majeure” event causing such delay and the other party shall not otherwise be aware of such “force majeure” event, the claiming party shall not be entitled to avail itself of the provisions for the extension of performance contained in this subsection.

9. Consideration.

This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties hereto.

10. Venue.

This Agreement shall be construed under and in accordance with the laws of the State of Texas and venue shall be in Collin County, Texas.

11. Binding Effect.

This Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this Agreement.

12. Ordinances.

Except as specifically provided in the Agreement Documents the parties agree that Consultant shall be subject to all Ordinances of the City, whether now existing or in the future arising.

13. Authority to Execute.

The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

14. Assignment.

This Agreement may not be assigned.

15. Sovereign Immunity.

The parties agree that the City has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.

16. Notice.

Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested, or by delivering the same in person to such party via a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual

delivery of same, to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to Consultant, to: BBC Research & Consulting
Attn: Heidi Aggeler, Managing Director
3773 Cherry Creek N. Drive, Ste. 850
Denver, Colorado 80209-3868

If to City, to: City of Frisco
Attn: City Manager
6101 Frisco Square Blvd.
Frisco, Texas 75034

17. Severability.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

18. Representations.

Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its counsel.

19. Miscellaneous Drafting Provisions.

This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

IN WITNESS, WHEREOF, we, the contracting parties, by our duly authorized agents, hereto affix our signatures and seals on this the ____ day of _____, 2009.

CITY OF FRISCO, TEXAS
a Texas municipality

By: _____
George Purefoy, City Manager

ATTEST:

Jenny Page, City Secretary

APPROVED AS TO FORM:

ABERNATHY, ROEDER, BOYD & JOPLIN, P.C.
Claire E. Swann, City Attorney

**BBC Research & Consulting
a Colorado corporation**

By: _____
Print Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared **George Purefoy**, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me he is the duly authorized representative for the **City of Frisco, Texas** and he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2009.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____ known to me to be one of the persons whose names are subscribed to the foregoing instrument; he/she acknowledged to me he/she is the duly authorized representative for **BBC Research & Consulting** and he/she executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2009.

Notary Public in and for State of _____

Exhibit “A”
IMPLEMENTATION SCHEDULE

Exhibit “A”

IMPLEMENTATION SCHEDULE

The consultant shall provide sufficient staffing and be available as needed to complete the 2010-2014 Consolidated Plan, Analysis of Impediments (“AI”), and Action Plan for 2010 by April 15, 2010. Following is the implementation schedule.

Activity	Completion Date
Contract Approval and Initiation of Work	December 2009
1 st Draft of Consolidated Plan, AI and Action Plan Submitted to City	March 30, 2010
Final Consolidated Plan, AI and Action Plan Submitted to City	April 15, 2010

Exhibit “B”

ADDENDUM NO. 1



PROGRESS IN MOTION

CITY OF FRISCO PURCHASING DIVISION

November 13, 2009

Addendum #1

Bid # 1010-007

Consolidated Plan Consultant

Changes/Corrections/Changes

Q&A

1. Can you please specify the insurance requirements for this proposal?? I have not ever been required to have insurance previously for similar projects.... 1. **Yes, the requirements are in the professional services category on the 2nd page of the insurance requirements.**
 2. If the insurance is required, can the certificate of insurance be provided upon bid award, instead of submitting the proof with the bid package? 2. **Yes, the certificate of insurance can be provided upon bid award.**
 3. Can you provide some more detail about what you expect to be included in the Housing Market Analysis?? Are you wanting the consultant to conduct a "windshield survey" of the condition of the housing or is it sufficient to utilize existing housing data from the most recent U.S. census, and other available resources? 3. **Please be able to complete the Housing Analysis Table and utilize existing housing data from reliable resources.**
 4. The RFP indicates that some portions of the work could be divided amongst more than one consultant....is it permissible to submit one price in the event that a single award is made to one consultant in addition to the Fixed Fee Schedule contained in the packet? 4. **Please submit the separate line item amounts.**
 5. Has the City issued any addenda or amendments to the RFP since it was published? Will you please notify me if amendments are issued, or will they be published on the Website? **The City has not issued any addenda or amendments to the RFP since it was published. The answers to questions will be posted on the website.**
 6. Has the City received any questions from other potential bidders, and, if so, would you forward the City's responses to those questions? **All questions received during the time period will be answered on the website.**
 7. Does the City wish to use the CPMP tool for the preparation of the new plan? It appears that the City has not used it in the existing plan. **No, the City does not wish to use the CPMP tool for the preparation of the new plan.**
 8. What is the source of funding for this project? Would you please advise us about the anticipated budget for this project? **Community Development Block Grant funding is the source of funding for this project. The budget is capped at \$35,000.**
- Vendors who may have already submitted a bid and feel this addendum may change their bid price, may pick up their bid, and return it by the closing date. If picking up the bid is not feasible, any new bid submitted by your firm will supersede one previously submitted.

Acknowledge receipt of this addendum by initialing in the appropriate space on the bid document.
Sincerely,

Tom Johnston CPPO, C.P.M.
Purchasing Manager
City of Frisco

Exhibit “C”

PROPOSAL REQUEST



GENERAL INFORMATION
CITY OF FRISCO, TEXAS

COMPETITIVE SEALED PROPOSAL NO. 1010-007

Consolidated Plan Consultant

~~~~~  
DOCUMENTS ARE DUE TO THE OFFICE OF THE PURCHASING MANAGER  
PRIOR TO:

**11/20/09@ 2:00PM**

**NO LATE PROPOSALS WILL BE ACCEPTED**

**ORIGINAL HARD COPY AND ONE ELECTONIC COPY ON CD OR  
FLASH DRIVE**  
~~~~~

**DOCUMENTS
MAY BE DELIVERED OR
MAILED TO:**

**CITY OF FRISCO
TOM JOHNSTON,
PURCHASING MANAGER
6101 Frisco Square Blvd.
FRISCO, TX 75034**

**Deadline for Submittal of
Questions via e-mail to:**

**tjohnston@friscotexas.gov
11/11/09 4:00pm CST**

**FOR ADDITIONAL INFORMATION CONCERNING THIS PROPOSAL PLEASE
CONTACT:**

**Tom Johnston C.P.M.
Purchasing Manager
tjohnston@friscotexas.gov
972 292 5540**

**Jean Stelatella
Buyer
jestellatella@friscotexas.gov
972 292 5541**



CITY OF FRISCO
COMPETITIVE SEALED PROPOSAL NUMBER
1010-007

RFP for Consolidated Plan Consultant

BIDDER MUST SUBMIT ORIGINAL HARD COPY AND ONE ELECTRONIC COPY ON CD OR FLASH DRIVE TO FACILITATE EVALUATION. IF A "COPY" IS NOT SUBMITTED WITH THE ORIGINAL, YOUR PROPOSAL MAY BE CONSIDERED AS "NON-RESPONSIVE TO SPECIFICATIONS" AND MAY NOT BE CONSIDERED FOR FURTHER EVALUATION.

The City of Frisco (the "City") is accepting Competitive Sealed PROPOSALS for **Consolidated Plan Consultant**

It is the policy of the City to involve small businesses and qualified minority/woman owned businesses to the greatest extent possible in the procurement of goods, equipment, services, and construction projects.

Proposal must be received by 11/20/09 at 2:00 PM BY THE PURCHASING MANAGER'S OFFICE. NO PROPOSAL WILL BE ACCEPTED AFTER THAT DATE AND TIME. ALL PROPOSALS RECEIVED AFTER THIS DATE AND TIME WILL BE CONSIDERED UNRESPONSIVE.

Proposals will be publicly opened and read at the Frisco City Hall located at 6101 Frisco Square Blvd., Frisco, Texas 75034 on 11/20/09 at 2:05 PM.

Write the competitive sealed proposal number 1010-007, name of proposals, RFP for Consolidated Plan Consultant and the name of your organization on the outer envelope.

Proposals are to be submitted in accordance with the attached City specifications and the "General Conditions of Bidding" attached hereto. Each bidder is required to fill in every blank; failure to do so may be used as a basis for rejection of a proposal. The City reserves the right to reject any or all proposals, to waive formalities, or to proceed otherwise when in the best interest of the City.

SEE ATTACHED SPECIFICATIONS/PROPOSAL FORM

The successful bidder may be required to execute a written contract.

GENERAL CONDITIONS OF BIDDING

1. INSTRUCTIONS: These instructions apply to all bids/proposals and become a part of the terms and conditions of any bid/proposal submitted and any agreement entered into subsequent thereto, unless exception is taken in writing by bidder when submitting bid.

BIDDING

2. FORM: Bidders must submit ORIGINAL HARD COPY AND ONE ELECTRONIC COPY ON CD OR FLASH DRIVE of the sealed bid/written quote/proposal to the Purchasing Manager prior to response due date/time. Failure to submit the additional copy may result in the bid being declared unresponsive to specification and may not be further evaluated.
3. PRICING: Price(s) quoted must be held firm for a minimum of ninety (90) days from the date of bid closing. In the case of estimated requirement contract bid, the prices must remain firm for the period as specified in the bid. "Discount from list" bids are not acceptable unless specifically requested in the bid.
4. QUANTITIES: In the case of estimated requirements contract bid, quantities appearing are estimated as realistically as possible. However, the City reserves the right to increase, decrease or delete any item or items of material to be furnished while continuing to pay the price quoted on this bid regardless of quantity. The successful bidder shall have no claim against the City for anticipated profits for the quantities called for, diminished, or deleted.
5. ERROR-QUANTITY: Bids must be submitted on units of quantity specified, extended, and show total. In the event of discrepancies in extension, the unit prices shall govern.
6. F.O.B./DAMAGE: Quotations shall be bid F.O.B. delivered to the designated Municipal Facility, Frisco, Texas and shall include all delivery and packaging costs. The City assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City.
7. DELIVERY PROMISE-PENALTIES: Bids MUST show the number of calendar days required to place the material in the possession of the City. Do not quote shipping dates. When delivery delay can be foreseen, the bidder shall give prior written notice to the City, who shall have the right, in its sole discretion, to extend the delivery date if reasons for delay appear acceptable. Default in promised delivery, without acceptable reasons, or failure to meet specifications, authorizes the City to purchase the goods elsewhere, and charge any increase in cost and handling to the defaulting bidder.
8. BIDDER SHALL PROVIDE: With this bid response, the bidder shall provide all documentation required. Failure to provide this information may result in rejection of bid.

9. **ALTERING/WITHDRAWAL OF BIDS:** Bids cannot be altered or amended after submission deadline. The signer of the bid, guaranteeing authenticity, must initial any interlineations alteration, or erasure made before opening time. No bid may be withdrawn after opening time without first submitting a written reason to the Purchasing Manager and obtaining the Purchasing Manager's approval.
10. **PRESENTATION OF BIDS:** No oral, telegraphic, telephonic, e-mailed, or facsimile bids will be considered at this time. All bids must be submitted in a sealed envelope.
 11. **CORRESPONDENCE:** This bid number must appear on ALL correspondence, inquiries, bid submittal documents, etc. pertaining to this Invitation for Bid.
 12. **ADDENDA:** Any interpretations, corrections or changes to this Invitation for Bid and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Frisco Purchasing Division. An attempt will be made to mail, fax, or e-mail any addenda to all who are known to have received a copy of this Invitation for Bid. Bidders shall acknowledge receipt of all addenda in the designated area on the bid document. It is the responsibility of the bidder to ensure receipt of all addenda and to include the changes in this bid document.
13. **LATE BIDS:** Bids received by the City after submission deadline shall be returned unopened and will be considered void and unacceptable. The City is not responsible for lateness of mail, carrier, etc.
14. **BID OPENINGS:** All bids submitted will be read at the City's regularly scheduled bid opening for the designated project. However the reading of a bid at bid opening should not be construed as a comment on the responsiveness of such bid or as any indication that the City accepts such bid as responsive.

The City will make a determination as to the responsiveness of bids submitted based upon compliance with all applicable laws, City of Frisco Purchasing Guidelines, and project documents, including but not limited to the project specifications and contract documents. The City will notify the successful bidder upon award of the contract and according to state law; all bids received will be available for inspection at that time, unless otherwise provided by law.

15. **BID TABULATION:** Bidders desiring a copy of the bid tabulation may request it by enclosing a self-addressed stamped envelope with bid. BID RESULTS WILL NOT BE GIVEN BY TELEPHONE. You can also download a copy on our website, www.friscotexas.gov. If you have any questions, please contact the City of Frisco, Purchasing Division, at (972)292-5541.

16. **PROTESTS:** All protests regarding the bid solicitation process must be submitted in writing to the City within five (5) working days following the opening of bids. This includes all protests relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications.

This limitation does not include protests relating to staff recommendations as to award of this bid. Protests relating to staff recommendations may be directed to the City Manager within in five (5) days of the staff recommendation memo. Unless otherwise provided by law, all staff recommendations will be made available for public review prior to consideration by the City Council.

17. **BID AWARD:** The City reserves the right to award a separate contract to separate bidders for each item/group or to award one contract for the entire bid. Unless stipulated in the attached bid specifications, the contract will be awarded to the lowest responsible bidder or to the bidder who provides the goods or services specified herein at the best value for the City in compliance with Texas Local Government Code, Section 252.043.
18. **CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City.

PERFORMANCE

19. **MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS:** A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:
- A. Have adequate financial resources or the ability to obtain such resources as required;
 - B. Be able to comply with the required or proposed delivery schedule;
 - C. Have a satisfactory record of performance;
 - D. Have a satisfactory record of integrity and ethics; and
 - E. Be otherwise qualified and eligible, as determined by the City, to receive an award.

The City may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

20. **ASSIGNMENT:** The successful bidder shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City.
21. **SPECIFICATION-SAMPLES:** Any catalog, brand name, or manufacturer's reference used is considered to be descriptive, not restrictive, and is indicative of the type and quality the City desires to purchase. Bids on brands of like nature and quality may be considered unless specifically excluded. If bidding on other than reference, bid must certify article offered is equivalent to specifications and it is subject to approval by the using department and the Purchasing Division. Samples, if required, shall be furnished free of expense to the City. **SAMPLES SHOULD NOT BE ENCLOSED WITH BID UNLESS REQUESTED.**

22. **TESTING:** An agent so designated, by the City, without expense

to the City, may perform testing at the request of the City or any participating entity.

- 23. PACKAGING: Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.
- 24. DELIVERY: Deliveries will be acceptable only during normal working hours at the designated City Municipal Facility. The place of delivery shall be set forth in the purchase order. The terms of this agreement are "no arrival, no sale".
- 25. TITLE AND RISK OF LOSS: The title and risk of loss of goods shall not pass to the City until the City actually receives and takes possession of the goods at the point(s) of delivery.
- 26. PATENT RIGHTS: The Bidder agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.

PURCHASE ORDERS AND PAYMENT

- 27. PURCHASE ORDERS: A purchase order(s) shall be generated by the City Purchasing Manager to the successful bidder. The purchase order number must appear on all itemized invoices and packing slips. The City will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.
- 28. BID SECURITY/BOND REQUIREMENTS: If required, bid security shall be submitted with bids. Any bid submitted without bid bond, or cashiers/certified check, shall be considered non-responsive and will not be considered for award. Performance and/or payment bonds, when required, shall be submitted to the City, prior to commencement of any work pursuant to the agreement provisions.
- 29. FUNDING: The City is a home-rule municipal corporation operated and funded on an October 1 to September 30 basis, accordingly, the City reserves the right to terminate, without liability to the City, any contract for which funding is not available.
- 30. TAXES: The City is exempt from Federal Manufacturer's Excise, and State sales taxes. TAX MUST NOT BE INCLUDED IN BID PRICING. Tax exemption certificates will be executed by the City and furnished upon request by the Finance Division.

31. **PAYMENT TERMS:** Payment terms are Net 30 unless otherwise specified by the City in this document. Prompt payment discounts may be used by the City in determining the lowest responsible bidder.
32. **INVOICES:** Invoices must be submitted by the successful bidder in duplicate to the City of Frisco, Finance Division, 6101 Frisco Square Blvd., Frisco, Texas 75034.

CONTRACT

33. **CONTRACT PERIOD/RENEWAL OPTIONS:** In the case of an annual contract bid, the contract shall be for a predetermined period as specified in the Invitation for Bids. If a clause for option to renew for additional period(s) is (are) included, renewal(s) will be based solely upon the option and written agreement between both the City and the Contractor. Either party dissenting will terminate the contract in accordance with its initial specified term.
34. **INTERLOCAL AGREEMENT:** Successful bidder agrees to extend prices to all entities that have entered into or will enter into joint purchasing Interlocal Cooperation Agreements with the City. The City is a participating member of the Collin County Governmental Purchasing Forum (the "Forum"). As such, the City has executed Interlocal Agreements, as permitted under Section 791.025 of the Texas Government Code with certain other governmental entities in Collin County authorizing participation in a cooperative purchasing program. The successful bidder may be asked to provide products/services, based upon bid price, to any other participant in the Forum.
35. **AUDIT:** The City reserves the right to audit the records and performance of successful bidder during the term of the contract and for three (3) years thereafter.
36. **SUCCESSFUL BIDDER SHALL:** Defend, indemnify and save harmless the City and all its officers, agents and employees and all entities, their officers, agents and employees who are participating in this contract from all suits, actions or other claims of any character, name and description brought for or on account of any injuries, including death, or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, officer, director, representative, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder shall pay any judgment with cost which may be obtained against the City and participating entities growing out of such injury or damages.
37. **TERMINATION FOR DEFAULT:** The City reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the successful bidder fails to: (1) meet delivery schedules; or (2) otherwise performs in accordance with these specifications. Breach of contract or default authorizes the City to, among other things, award to another bidder, purchase elsewhere and charge the full increase in cost and handling to the defaulting successful bidder.

38. ACCEPTABILITY: All articles enumerated in the bid shall be subject to inspection by a City officer or employee designated for the purpose. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Purchasing Manager who shall have the right to reject the whole or any part of the same. Work determined to be contrary to specifications must be replaced by the bidder and at its expense. All disputes concerning quality of supplies utilized in the performance of this bid will be determined solely by the City Purchasing Manager or designated representative.
39. REMEDIES: The successful bidder and the City agree that each party has all rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.
40. VENUE: This contract will be governed and construed according to the laws of the State of Texas. This contract is performable in Collin County, Texas.
41. SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
42. NO PROHIBITED INTEREST: The bidder acknowledges and represents they are aware of the laws and City Charter regarding conflicts of interest. The City Charter states in part that "No officer, whether elected or appointed, or any employee, whether full or part time, of the City shall have a substantial financial interest, direct or indirect, in any contract, other than employment contracts, with the City; or have a substantial financial interest, direct or indirect in the sale to the City of any land, materials, supplies or services....."
42. FORCE MAJEURE: If, by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this contract, then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonable within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such

settlement is unfavorable in the judgment of the party having the difficulty.

43. DISCLOSURE OF CERTAIN RELATIONSHIPS

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Frisco not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. Chapter 176 and the questionnaire may be found at www.friscotexas.gov. By submitting a response to this request, vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

CITY OF FRISCO CONTRACTOR INSURANCE REQUIREMENTS

Contractors providing good, materials and services for the City of Frisco shall, during the term of the contract with the City or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein. All insurance and certificate(s) of insurance shall contain the following provisions:

1. Name the City, its officers, agents, representatives, and employees as additional insureds as to all applicable coverage with the exception of workers compensation insurance.
2. Provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change of the insurance.
3. Provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

Insurance Company Qualification: All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

Certificate of insurance: A certificate of insurance evidencing the required insurance shall be submitted with the contractor's bid or response to proposal. If the contract is renewed or extended by the City a certificate of insurance shall also be provided to the City prior to the date the contract is renewed or extended.

Type of Contract

Type and amount of Insurance

Special Events

General Liability insurance for personal injury (including death) and property damage with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate, including coverage for advertising injury and products coverage

Statutory Workers compensation insurance as required by state law

(If the contractor serves alcoholic beverages)
Liquor Liability with a minimum of \$1 Million Dollars per Occurrence and \$2 Million Aggregate.

(If high risk or dangerous activities) Umbrella Coverage or Liability Excess Coverage of \$ 2 Million Dollars

(If automobile or limousine service is involved even if volunteers)
Automobile Liability with a minimum of \$1 Million Dollars combined single limit.

Public Works and Construction

General Liability insurance for personal injury (including death) and property damage with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate, including advertising injury, products coverage and (XCU) Explosion, collapse and underground (If high risk or dangerous activities) Umbrella Coverage or Excess Liability Coverage of \$2 Million Dollars Statutory Workers compensation insurance as required by state law

Professional Services

Professional Liability Insurance with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate.

(If size or scope of project warrant)
Umbrella Coverage or Excess Liability Coverage of \$2 Million Dollars

Supplemental Information

Texas Government Code Section 2252.002 Non-resident bidders. A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

In order to make this determination, please answer the following questions:

1. Address and phone number of your principal place of business:

2. Name and address of principal place of business, and phone number of your company's majority owner:

3. Name and address of principal place of business, and phone number of your company's ultimate parent company:

MINORITY/WOMAN-OWNED BUSINESS PARTICIPATION

It is the policy of the City of Frisco to involve small businesses and qualified minority/women-owned businesses to the greatest extent possible in the procurement of goods, equipment, services and construction projects. To assist us in our record keeping, please list below the names of the minority or woman-owned firms you would be utilizing in this bid, and note the monetary involvement:

NAME OF FIRM	TELEPHONE #	\$ INVOLVEMENT

AFFIDAVIT OF NO PROHIBITED INTEREST
(Supplemental Information)

(I) (WE), the undersigned declare and affirm that no person or officer in (my) (our) firm, business, corporation, or board has or will have during the term of this contract a prohibited interest as that is defined in City Charter.

(I) (WE) further understand and acknowledge that the existence of a prohibited interest at any time during the term of this contract will render the contract voidable.

Name of Contractor: _____

Title of Officer: _____

Signature of Contractor: _____

Date: _____

ACKNOWLEDGMENT

STATE OF TEXAS *

*

COUNTY OF COLLIN *

BEFORE ME, the undersigned authority, on this day personally appeared, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of _____, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office this the _____ day of _____,
2008

Signature of Notary Public in and for the State of Texas
STAMP

SUPPLEMENTAL INFORMATION

Please provide the following information for contract development.

Is your firm?

- | | | | | |
|------------------------|--------------------------|-----|--------------------------|----|
| 1. Sole Proprietorship | <input type="checkbox"/> | YES | <input type="checkbox"/> | NO |
| 2. Partnership | <input type="checkbox"/> | YES | <input type="checkbox"/> | NO |
| 3. Corporation | <input type="checkbox"/> | YES | <input type="checkbox"/> | NO |

If company is a sole proprietorship, list the owner's full legal name:

If company is a partnership, list the partner's full legal name(s):

If company is a corporation, list the full legal name as listed on the corporate charter:

Is this firm a minority, or woman-owned business enterprise?

☐ NO ☐ YES If yes, specify (☐) MBE (☐) WBE

Has this firm been certified as a minority/woman-owned business enterprise by any governmental agency? ☐ NO ☐ YES

If yes, specify governmental agency: _____

Date of certification: _____

For explanation please see Terms and Conditions Item #43

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor or other person doing business with local governmental entity		
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>		OFFICE USE ONLY
1	Name of person doing business with local governmental entity.	Date Received
2	<p><input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
3	Name each employee or contractor of the local governmental entity who makes recommendations to a local government officer of the governmental entity with respect to expenditures of money AND describe the affiliation or business relationship.	

4	Name each local government officer who appoints or employs local government officers of the governmental entity for which this questionnaire is filed AND describe the affiliation or business relationship.
----------	---

Adopted 11/02/2005

CONFLICT OF INTEREST QUESTIONNAIRE**For vendor or other person doing business with local governmental entity**

- 5 Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.**

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire? ☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity? ☐ Yes ☐ No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? ☐ Yes ☐ No

D. Describe each affiliation or business relationship.

Signature of person doing business with the governmental entity

Date

Adopted 11/02/2005

BIDDER REMINDER LIST:

REQUESTED DOCUMENTATION INCLUDED?

ORIGINAL HARD COPY AND ONE ELECTONIC COPY ON CD OR FLASH DRIVE?

ALL BLANKS COMPLETED ON THIS BID FORM?

COMPLETED COMPANY PROFILE/REFERENCES?

COMPLETED SIGNATURE?

REQUESTS FOR PROPOSALS (RFP)

FOR CONSOLIDATED PLAN CONSULTANT

Issued By: City of Frisco

Issuance Date: October 30, 2009

Proposal Due: November 20, 2009 2:00pm CST

Capped amount: \$35,000

The City of Frisco seeks a qualified Consultant to prepare the following:

- Consolidated Plan 2010 – 2014,
- Analysis of Impediments to Fair Housing Choice, and
- Action Plan 2010.

The specifications in this notice shall be considered a part of any contract made pursuant thereto.

I. BACKGROUND

The Consolidated Plan (Con Plan) and Annual Action Plan are requirements of the U.S. Department of Housing and Urban Development (HUD) that combines the planning and application process for Community Planning and Development entitlement programs. The City of Frisco administers two HUD entitlement programs: Community Development Block Grant (CDBG), and Community Development Block Grant – Recovery Act (CDBG-R). In addition to the administration of the aforementioned programs, applicants of other HUD funding are required to certify with the City that their application to HUD is consistent with the local consolidated plan

The population of Frisco is estimated at 106,036 as of October 1, 2009. The population is projected to be 280,000 at build out. Tripling in population between 2000 and 2009, the City of Frisco has transitioned from a rural community to suburban community. Of the 71 square miles, approximately two-thirds of Frisco is located in Collin County and one-third is located in Denton County.

The median family income estimate in the City of Frisco is approximately \$106,187. In regards to education, 95.2% of the residents have a high school diploma and 56.8% of residents have a bachelors' degree. The City of Frisco along with Collin and Denton Counties continue to be one of the least racially diverse areas in the Dallas/Fort Worth Metroplex. According to the American Community Survey – 3 year estimates, 2005 -2007, the population percentages in Frisco were as follows:

American Indian and Alaska Native

3

Asian	6.5
Black or African American	5.7
Native Hawaiian and other South Pacific Islanders	0
Some other race	3.2
Two or more races	2.1
White	82.1
Identify themselves as Hispanic	13.4

II. Purpose

Proposals are requested from qualified firms with proven experience in developing a Consolidated Plan, Analysis of Impediments to Fair Housing Choice, and Action Plans, in accordance with HUD requirements. The Consolidated Plan will cover the period October 1, 2010 through September 30, 2014, consisting of HUD years, 2010-2014, and City of Frisco years, 2011 – 2015. This will be the second Consolidated Plan to be completed as the first Consolidated Plan covers, October 1, 2005 – September 30, 2009. The Action Plan will be for HUD year 2010, October 1, 2010 through September 30, 2011.

The City intends to adopt a five year strategic plan and expects to update the Consolidated Plan with 2010 Census data. Shifts in census data impact the number of persons needing assistance and may provide additional funding to address the increased need. The City anticipates updating the Consolidated Plan with new Census data in 2012. In addition, the City is requesting the completion of the Analysis of Impediments to Fair Housing Choice to be included in the Consolidated Plan, as well as the Action Plan for 2010.

III. IMPLEMENTATION SCHEDULE

The consultant shall provide sufficient staffing and be available as needed to complete the 2010-2014 Consolidated Plan, Analysis of Impediments, and Action Plan for 2010 by June 1, 2010. Following is the implementation schedule.

Activity	Completion Date
RFP Issued	October 30, 2009
RFP Submission Date	November 20, 2009
Contract Approval and Initiation of Work	December 2009-January 2010
1 st Draft of Consolidated Plan and AI Submitted to City	April 30, 2010
Final Consolidated Plan and AI Submitted to City	June 1, 2010
Submission Consolidated Plan and AI to HUD	August 1, 2010

IV. CITY OF FRISCO RESPONSIBILITIES

City of Frisco grant management staff will be available to assist with the coordination of activities with the consultant. At a minimum, City staff will be available for bi

weekly meetings with the consultant to review progress, discuss policy issues, and coordinate activities. City Staff will assist in identifying available data and resources, as well as arrange meetings with elected public officials.

V. CONSULTANT RESPONSIBILITIES

The selected consultant should prepare the proposal with the assumption that it will have primary responsibilities for coordination activities, data collection, technical data, analysis, maps, conclusions, and optional actions that may be undertaken by the City. The selected consultant will be responsible for carrying out all aspects of the development of the Consolidated Plan in accordance with the Scope of Services described below.

In addition to the citizen participation and consultation process, the selected consultant will be required to attend three public hearings.

VI. SCOPE OF SERVICES

The following scope of work is to be performed by the consultant to complete the following:

- Consolidated Plan, 2010 – 2014
- Impediments to Fair Housing Choice
- Action Plan 2010

Develop a Five-Year Consolidated Plan, October 1, 2010 through September 30, 2014. The Consolidated Plan must address each required element pursuant to federal regulations set forth by Part 570 of Chapter 24 of the Code of Federal Regulations and follow the guidelines established by HUD, including tables and narratives. Specifically, the selected consultant will need to prepare an analysis and report in accordance with the following regulations:

1. Subpart A: General Program Overview and Definitions – 24 CFR 91.100
2. Subpart B: Citizen Participation and Consultation – 24 CFR 91.100
3. Subpart C: Local Governments; Contents of Consolidated Plan – 24 CFR 91.200

Using current data sources, documents, surveys, key informant interviews, and focus groups, complete the following Tasks:

Task 1: Housing Market Analysis (91.205)

- a. Complete the required HUD elements.
- b. Complete the required Tables.

Task 2: Housing and Non-Housing Needs for Special Needs Populations

(91.210)

- a. Complete the required HUD elements.
- b. Complete the required Tables.

Task 3: Analysis of Impediments to Fair Housing Choice

Task 4: Five Year Strategic Plan (91.215)

- a. Complete the required HUD elements.
- b. Complete required Tables.

Task 5: Action Plan 2010

Task 6: Executive Summary

VII. FIXED FEE SCHEDULE FOR SCOPE OF SERVICES

Task	Description	Amount
Task 1	Housing Market Analysis	
Task 2	Housing and Non-Housing Needs for Special Needs Populations	
Task 3	Analysis of Impediments to Fair Housing Choice	
Task 4	Five Year Strategic Plan	
Task 5	Action Plan	
Task 6	Executive Summary	

VIII. PROPOSAL FORMAT, CONTENT, AND SELECTION PROCESS

- A. All valid proposals shall include and be evaluated on the following items listed in order of importance,
 - a. Professional qualifications, work experience, and consultant's project approach to complete the Scope of Services.
 - b. Consultant's fee (include Section VII) for the Scope of Services;
 - c. Consultant's time (include time line) required to complete the project;
 - d. Consultant's ability to comply with City, HUD, and other federal requirements.
- B. For a proposal to be deemed responsive, it must include the following: a cover letter; and a comprehensive narrative outlining the consultant's background, experience, project approach, fee schedule, and project time line. In addition, the fixed fee schedules in Section VII must be completed and attached to the consultant's proposal.



CITY OF FRISCO PURCHASING DIVISION

SIGNATURE FORM

1010-007

Consolidated Plan Consultant

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all product/service upon which prices are extended at the price offered, and upon the conditions in the specifications of the Invitation for Bid.

I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination to control the price of product/service bid on, or to influence any person or persons to bid or not to bid thereon."

Name of Bidder: _____

Address of Bidder: _____

Telephone Number: _____ Fax: _____

E-mail address: _____

By: _____ (print name) Cash Discount Terms: _____

Title: _____ Federal ID #/SSN #: _____

Signature: _____

Acknowledgement of Addenda: #1 _____ #2 _____ #3 _____ #4 _____ #5 _____

Exhibit “D”

THE SUBMITTAL

